

APPENDIX **FORMS**

Forms Included:

- Board Resolution For State Contract Providers
- Budget Summary Form
- Budget Detail Form
- Sample State Contract - Minimum Language Requirements

Board Resolution For State Contract Providers

State of Louisiana

Parish of _____

On the ____ day of _____, 20 __, at a meeting of the Board of

Directors of _____, with a quorum of the directors present, the following business was conducted:

It was duly moved and seconded that the following resolution be adopted:

BE IT RESOLVED that the Board of Directors of the above corporation does hereby authorize _____ (name and title) and his/her successor in office to negotiate terms and conditions that he/she may deem advisable, contract(s) with the Louisiana Department of _____, and to bind this organization to execute said documents on behalf of the corporation, and further we do hereby give him/her the power and authority to do all things necessary to implement, maintain, and/or review said documents. The above resolution was passed by a majority of those present and voting in accordance with the by-laws and articles of incorporation.

I certify that the above and foregoing constitutes a true and correct copy of a part of the minutes of the meeting of the Board of Directors of _____ held on the ____ day of _____, 20 __

Secretary

Date

BUDGET SUMMARY FORM

Name of Eligible _____

Street Address 1 _____

Street Address 2 _____

City, State and Zip _____

Program _____ Program Fiscal Year _____

Source of Funds: state line item

[illegible]

Budget Detail Form

Name of Eligible Recipient: _____

Street Address 1: _____

Street Address 2: _____

Program: _____

City, State, Zip: _____

Program Fiscal Year: _____

Source of Funds: state line item

Object Code	Expenditure Category	Administrative	Non- Administrative Amount
	Grand Total		

STATE OF LOUISIANA

CONTRACT

Be it known, that on this *(Date)* day of *(month)*, 20*(year)*, the *(Agency Name)* *(hereinafter sometimes referred to as “State”)* and *(Contractor’s name and legal address including Zip code)* *(hereinafter sometimes referred to as “Contractor”)* do hereby enter into contract under the following terms and conditions.

Scope of Services

Contractor hereby agrees to furnish the following services:

(If the Scope of Services is more lengthy than will fit here, it may be attached separately, referenced and incorporated herein. must include a description of the specific goals and objectives, deliverables, performance measures and a monitoring plan.)

Payment Terms

In consideration of the services described above, state hereby agrees to pay the Contractor a maximum fee of \$_____. Payment will be made only on approval of *(Name of authorized person)*.

If progress and/or completion to the reasonable satisfaction of the agency is obtained, payments are scheduled as follows:

(include payment terms here)

Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be contractor’s obligation and identified under Federal tax identification number _____.

Termination for Cause

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor’s failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State’s failure and a reasonable opportunity for the State to cure the defect.

Termination for Convenience

The State may terminate the Contract at any time by giving thirty(30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Remedies for Default

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1524 - 1526.

Ownership

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

Nonassignability

No contractor shall assign any interest in this contract by assignment, transfer or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

Auditors

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of contractor which relate to this contract.

Term of Contract

This contract shall begin on (*beginning date*) and shall terminate on (*ending date*).

Fiscal Funding

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Discrimination Clause

The contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran’s Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day of (*enter date*).

WITNESSES SIGNATURES:

STATE AGENCY SIGNATURES:

By: _____
Title: _____

CONTRACTOR SIGNATURE:

By: _____
Tax I.D. # _____
Telephone: _____